



County of Los Angeles
Department of Public Social Services

Bryce Yokomizo
Director

December 16, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO
PDQ PERSONNEL SERVICES, INC., TO PROVIDE TERMINAL OPERATOR
SERVICES FOR THE STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that services performed under this contract can be performed more economically by contractor than by County employees.
2. Approve and instruct the Chairman to sign the enclosed contract with PDQ Personnel Services, Inc., (PDQ) for the provision of Statewide Fingerprint Imaging System (SFIS) Terminal Operator Services in the Department of Public Social Services (DPSS), effective January 1, 2004 or the day after Board approval, whichever is later, through December 31, 2006, at an estimated three-year cost of \$3,605,528. To the extent that these costs are claimed to CalWORKs and Food Stamps, there is no additional net County cost (NCC) after the required Maintenance of Effort (MOE) is met. The small share of cost associated with General Relief results in an estimated three-year NCC of \$141,697, of which \$23,616 is for FY 2003-04. Funding for this contract is included in the FY 2003-04 Final Adopted Budget. Funding for future fiscal years will be included in the Department's budget requests.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contract with PDQ will provide approximately 43 skilled clerks (and additional skilled back-up clerks to cover absences) to operate SFIS fingerprint image workstations, currently located in 31 DPSS offices, at less cost than the County could provide if the service were to be performed by County employees.

Our County developed the predecessor of SFIS, the Los Angeles County Automated Fingerprint Image Reporting and Match (AFIRM) system, which virtually eliminated multiple case fraud on AFDC and General Relief caseloads. Given the proven effectiveness of the fingerprint matching systems in Los Angeles County, SFIS is a critical tool for fighting fraud. The use of trained contracted staff ensures matches on the system are accurately identified and processed.

On November 18, 2003, your Board approved delegated authority for the Director, DPSS, to extend the current contract for these services for one month, should your Board not take action on this recommendation to approve this successor contract prior to December 31, 2003, the current contract's expiration date (November 18, 2003 Agenda - Item Number 28).

The proposed contract is for clerical support services, and not directly a "social services contract." Nevertheless, the contract contains performance based outcomes that hold the contractor accountable for providing timely replacements when contracted staff are unable to report to their assignments, and standards that will minimize unacceptably high staff turnover on these long-term assignments as terminal operators. These provisions ensure minimal disruption at DPSS district offices, as well as ensuring trained and experienced staff are operating SFIS.

Implementation of Strategic Plan Goals

The Amendment is consistent with the principles of the Countywide Strategic Plan Goal #4, (Fiscal responsibility) to strengthen the County's fiscal capacity.

FISCAL IMPACT/FINANCING

The County's avoidable cost for the contract term was determined by projecting DPSS' costs for using an equal number of employees as required in the contract. We estimate the cost to utilize County staff to provide these services for three years at \$5,203,805. Based on these estimates, we project a savings of approximately \$1,226,631 for the three-year term. This equates to a 24 percent savings. (Enclosure I summarizes these comparisons.)

Consistent with Auditor-Controller (A-C) policies, no Letter of Representation is required, as this is a resolicitation of an existing contracted service.

The contractor will be paid a firm fixed hourly rate for providing terminal operators during the three-year period with no cost of living adjustment (COLA) increase. The total three-year contract cost is projected to be \$3,605,528 for 43 full-time operators.

Although not subject to a contract maximum, this projected cost may decrease based solely upon workload fluctuation.

To the extent that these costs are claimed to CalWORKs and Food Stamps, there is no additional NCC after the required MOE is met. The small share of cost associated with General Relief results in an estimated three-year NCC of \$141,697, of which \$23,616 is for FY 2003-04. Funding for this contract is included in the FY 2003-04 Final Adopted Budget. Funding for future fiscal years will be included in the Department's budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County's Prop A and Living Wage Ordinance provisions apply to this proposed contract, as County employees can perform these contracted services.

The contract term will be for three years, commencing January 1, 2004, or the day after Board award, whichever is later, and will continue through December 31, 2006.

The proposed contractor, PDQ, is a participant in the County of Los Angeles' Community Business Enterprise (CBE) Program as a woman-owned firm. Its CBE certification is valid until March 6, 2005.

The Contractor will recruit and provide throughout the contract term skilled clerical staff to be trained as terminal operators by the SFIS System vendor to finger image applicants of the GR, CalWORKs and Food Stamp Programs. Approximately 43 operators will be assigned to 31 DPSS offices located throughout the County.

The Contractor will have trained back-up staff available in order to replace staff promptly should absences occur.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State and County regulations.

The contract complies with all of the requirements of Los Angeles County Code Section 2.121.380, which is a mandatory prerequisite for the award of this contract.

The contract includes the provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a re-employment list during the life of the contract when filling future vacancies.

The contract also requires that the Contractor consider hiring participants of the Greater Avenues for Independence (GAIN) program and General Relief Opportunities for Work (GROW) program.

The contract complies with all of the requirements of Los Angeles County Code Section 2.160, Living Wage Program. The Contractor will pay the required \$9.46 per hour with no health benefits, as specified in the Living Wage Ordinance.

The Contractor will not be asked to perform services which will exceed the Agreement's rates, scope of work, and contract term.

The contract contains Contractor Responsibility and Debarment language.

Provisions for the County's Jury Service Program have been included in the contract. The contractor is in compliance with the Jury Service Program.

The County may terminate the contract with a thirty (30) calendar day prior written notice. The contract also contains provisions that limit the County's obligation if funding is not appropriated by the Board of Supervisors for each year of the contract.

The Safely Surrendered Baby Law provision is included in the contract, which requires the contractor to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

PDQ was selected through a competitive solicitation process. On September 10, 2003, DPSS released a Request for Proposals (RFP). Based on the evaluation of submitted proposals, PDQ was the highest ranked proposer.

On June 26, 2003, DPSS released an RFP for these services. In response to the RFP, the Department received six proposals. Five of the six were disqualified as a result of proposer omissions in the area of establishing the minimum mandatory requirements. The process did not result in adequate competition to ensure reasonable prices in accordance with County resources. On September 9, 2003, we informed your Board that we canceled and reissued a new RFP for SFIS. On September 2, 2003, DPSS mailed interest letters to 119 potential bidders, including firms listed in the "County of Los Angeles Directory of Minority and Women-Owned Businesses." The Department generated interest through advertisements in ten newspapers, including publications targeting minority communities. Additionally, the RFP was posted on the Los Angeles County Bid Website.

In response to the September 10, 2003 RFP, the Department received five proposals and all met minimum mandatory requirements. Of the five proposals received through this competitive solicitation process, PDQ received the highest score from each of the evaluation panel members. Moreover, the evaluation panel members unanimously ranked PDQ highest in Quality Control, Management and Staff Qualifications, and Qualifications and Capability. Additionally, PDQ, as well as another proposer, was rated the highest in Past Performance and Experience. PDQ was not the lowest-cost bid, but their proposal offered superior service and quality control plans and was determined to have more corporate qualifications and capability than the competing proposals.

Prior to completing the evaluation process, all five of the proposers reported labor violations, which were referred to the County's Labor Law/Payroll Violation Assessment Team. The Team assessed ten penalty points to the second-place proposer for not reporting payroll violations. This process is necessary on all Prop A solicitations and is needed prior to completing the evaluation process.

The Local Small Business Enterprise (SBE) program's provisions were included in the RFP. No proposer claimed to be certified as a Local SBE vendor and no Local SBE credit was applied in this RFP's evaluation process.

On November 20, 2003, DPSS sent certified letters to the non-recommended vendors notifying them that they were not being recommended for contract award based on the evaluation of their proposals. In addition, the Department offered to debrief interested vendors on their respective proposal evaluation.

DPSS has received superior customer service from PDQ in its management of PDQ's three prior SFIS Terminal Operator Services contracts.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract is in compliance with all of the requirements of Los Angeles County Code Section 2.121.380, mandatory prerequisite for the award of a contract.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter and four (4) original signed copies of the contract to DPSS.

Respectfully submitted,

A handwritten signature in cursive script, reading "Bryce Yokomizo".

Bryce Yokomizo
Director

BY:ro

Enclosures (2)

c: Chief Administrative Officer
County Counsel
Office of Affirmative Action Compliance

**PROPOSITION A CONTRACTING
COMPARISON OF ESTIMATED AVOIDABLE COSTS TO THE COST OF
CONTRACTING SFIS TERMINAL OPERATOR SERVICES
JANUARY 2004 THROUGH DECEMBER 2006**

COUNTY COSTS

(43 Intermediate Clerks)

Direct Costs

Salaries & Bonuses	\$3,349,145
Employee Benefits	\$1,847,379
Equipment/ S&S	<u>\$ 7,281</u>

Total County Cost (Avoidable Costs for Prop A Purposes)	\$5,203,805
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CONTRACT COSTS

Direct Costs

Contract Cost	\$3,605,528
Other Costs	<u>-0-</u>
Total Direct Costs	<u>\$3,605,528</u>

Indirect Costs

Employee Retraining	-0-
Contract Monitoring (1 HSA I & 1 ITC)	<u>\$ 371,645</u>
Total Indirect Costs	<u>\$ 371,645</u>

Total Contract Cost	\$3,977,174
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Estimated Savings from Contracting	\$1,226,631
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**PROPOSITION A CONTRACTING
CONTRACT EMPLOYEE WAGES AND BENEFITS
PDQ PERSONNEL SERVICES**

The proposed contract would save the County the cost of hiring staff to provide SFIS terminal operator services. The estimated three year savings is \$1,226,631 based on Auditor-Controller guidelines for cost comparison. Additional information on contract employees' wages and benefits is provided below.

COMPARISON OF WAGES

<u>Position</u>	<u>County Costs</u>	<u>Contractor Costs</u>
Intermediate Clerk	\$3,349,145	\$2,633,897
Employee Benefits	\$1,847,379	\$137,182

CONTRACTOR EMPLOYEE BENEFITS

Benefits

Health Plan	No. PDQ will pay Living Wage hourly rate at \$9.46 per hour in lieu of extending health care benefits.
Dental Plan	No
Sick Leave	No
Vacation	No. In lieu of vacation days, a bonus check equal to 1 week's is paid if employee has worked 1,500 hours. Employee eligible to this bonus after each 1500 hours worked.
Holidays	Yes, 5 days/year
Life Insurance	No
Retirement	No
Social Security	Yes

Health Benefits/Coverage

Annual Deductible	N/A
Benefits/Coverage Provided	N/A

DEPARTMENT OF PUBLIC SOCIAL SERVICES



STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS) TERMINAL OPERATOR SERVICES AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES AND PDQ PERSONNEL SERVICES, INC.

Prepared by
Department of Public Social Services
Contract Management & Monitoring Division
12900 Crossroads Parkway South
City of Industry, California 91746-3411

DECEMBER 2003

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
PDQ PERSONNEL SERVICES, INC.**

This Agreement is made and entered into this _____ day of _____ 200_, by and between the County of Los Angeles, hereinafter referred to as the COUNTY and PDQ Personnel Services, Inc., hereinafter referred to as CONTRACTOR. PDQ Personnel Services, Inc., is located at 777 South Figueroa Street, Suite 2500, Los Angeles, California 90017.

WHEREAS, CONTRACTOR is a corporation and is qualified to provide terminal operator services as set forth hereunder, and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, pursuant to *Section 44.7* of the Los Angeles County Charter, as implemented by *Los Angeles County Code Chapter 2.121*, pursuant to which COUNTY is permitted to contract with private businesses to perform services when it is more economical to do so; and

WHEREAS, CONTRACTOR has submitted a proposal to the COUNTY for the provisions of such services, and based on competitive negotiation bidding under *Los Angeles County Code 2.121.330*, CONTRACTOR is selected for recommendation to the County Board of Supervisors for award of this Agreement; and

Whereas services to be performed under this contract can be performed more economically by contractor than by County employees.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I, J and K, as set forth below, are attached to and form a part of this Agreement.
2. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

Attachment A Statement of Work and Technical Exhibits

Attachment B Contractor Budget and Employee Benefits

Attachment C Certification of Independent Price Determination

Attachment D Invitation for Bid/Request for Proposals/Grounds for Rejection

- 2.2 Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
- 3.0 Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services, CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.

III. **INTERPRETATION**

The Agreement shall be interpreted in accordance with the laws of the State of California. The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 1.0 **Board of Supervisors**
The Board of Supervisors of the County of Los Angeles.
- 2.0 **Contractor**
The organization which has entered into this contract with the COUNTY to perform or execute the work covered by these specifications.
- 3.0 **Contract Manager**
The individual designated by the CONTRACTOR to administer the contract operations after contract award.
- 4.0 **County Contract Administrator (CCA)**
The individual designated by the COUNTY to monitor the CONTRACTOR's performance in the daily operation of the contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.
- 5.0 **Director**
The Director of the Department of Public Social Services, County of Los Angeles, or his authorized representative(s).
- 6.0 **Department of Public Social Services (DPSS)**
The COUNTY Department responsible for providing social services and financial assistance to eligible persons in Los Angeles County.

- 6.0** The COUNTY may delay the last payment due (plus the previous full month payment due if the last payment is for less than a full month) until six (6) months after the expiration of this Agreement. The CONTRACTOR shall be liable for payment within thirty (30) days written notice of any liquidated damages or other offset authorized by this Agreement not deducted from any payment made by COUNTY to CONTRACTOR.
- 7.0** Prior to receiving final payment under this Agreement, CONTRACTOR shall submit a signed written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of or under this Agreement.
- 8.0** CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

V. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the DPSS Director's discretion, shall be either:

- 5.2 For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the COUNTY Board of Supervisors under the following conditions:
 - 5.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
 - 5.3.2 The amendment is for a decrease in the Agreement costs.
 - 5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services' budget.
 - 5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Agreement.
 - 5.3.5 The DPSS Director will notify the Chief Administrative Office within fifteen (15) business days after execution of each amendment.

6.0 CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working on this Agreement shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working on this Agreement shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

10.0 COMPLETION OF CONTRACT

The CONTRACTOR shall turn over their current operation to the COUNTY or another vendor upon expiration or termination of the Contract. For up to three (3) months prior to the expiration of this Contract, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to the COUNTY or another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as requested, all staffing reports and related documents.

If the CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

11.0 COMPLIANCE WITH JURY SERVICE PROGRAM

11.1 JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

11.2 WRITTEN EMPLOYEE JURY SERVICE POLICY

Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code),

CONTRACTOR's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such a material breach, COUNTY may, at its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

12.0 COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Regulations Section
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 [h])
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) (Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60)
10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)

CONTRACTOR shall maintain all licenses required to perform the Agreement. CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

13.0 COMPLIANCE WITH LIVING WAGE PROGRAM

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Attachment I and incorporated by reference into and made a part of the Agreement.

"Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

13.1.3 If CONTRACTOR is required to pay a living wage when the Agreement commences, CONTRACTOR shall continue to pay a living wage for the entire term of the Agreement, including any option period.

13.1.4 If CONTRACTOR is not required to pay a living wage when the Agreement commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Program's definition of "Employer" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Agreement, including any option period. The COUNTY may also require, at any time during the Agreement and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Program's definition of "Employer" and/or that CONTRACTOR continues to qualify for an exception to the Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Agreement, including any option period.

13.2. CONTRACTOR's Submittal of Certified Monitoring Reports

CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of CONTRACTOR's Employees during the reporting period.

The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and

CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. CONTRACTOR shall translate into Spanish, and any other language spoken by a significant number of Employees, the posters and hand outs.

13.6 Enforcement and Remedies

If CONTRACTOR fails to comply with the requirements of this Section, the COUNTY shall have the rights and remedies described in this Section in addition to any rights and remedies provided by law or equity.

13.6.1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If CONTRACTOR submits a certified monitoring report to the COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Agreement. In the event of any such breach, the COUNTY may, at its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If CONTRACTOR fails to submit accurate, complete, timely and properly certified monitoring reports, the COUNTY may withhold from payment to CONTRACTOR up to the full amount of any invoice that would otherwise be due, until CONTRACTOR has satisfied the concerns of the COUNTY, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach.

It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, at its sole discretion, assess against CONTRACTOR liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct any assessed liquidated damages from any payments otherwise due CONTRACTOR.

- c. Termination. CONTRACTOR's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, at its sole discretion, terminate the Agreement.

13.6.3 Debarment. In the event CONTRACTOR breaches a requirement of this Section, the COUNTY may, at its sole discretion, bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

13.7 Use of Full-Time Employees

CONTRACTOR shall assign and use full-time employees of CONTRACTOR to provide services under the Agreement unless CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time employees based on staffing efficiency or COUNTY requirements for the work to be performed under the Agreement. It is understood and agreed that CONTRACTOR shall not, under any circumstance, use non-full-time employees for services provided under the Agreement unless and until the COUNTY has provided written authorization for the use of same. CONTRACTOR submitted with its proposal a full-time employee staffing plan. If CONTRACTOR changes its full-time employee staffing plan, CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

15.0 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement. The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment E, hereunder.

By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

16.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

16.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Agreement, or any competing Agreement, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Agreement.

The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180.010*; "Certain Contracts Prohibited," and that execution of the Agreement will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bids/Request for Proposals/Grounds for Rejection," Attachment D, hereunder. The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Agreement. No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job.

- 18.2 As a threshold requirement for consideration for contract award, CONTRACTOR shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening.

Additionally, CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

19.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

- 19.1 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other Contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding on COUNTY Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.
- 19.2 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: 1) Violated any term of a Contract with the COUNTY; 2) Committed any act or omission which negatively reflects the CONTRACTOR's quality, fitness, or capacity to perform a Contract with the COUNTY or any other public entity, or engaged in a pattern of practice which negatively reflects on same 3) Committed an act or offense which indicates a lack of business integrity or business honesty; or 4) Made or submitted a false claim against the COUNTY or other public entity.
- 19.3 If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment, and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.

22.0 CONTRACTOR'S EMPLOYEES

- 22.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR, and the CONTRACTOR shall have the sole right to hire, suspend, discipline, or discharge CONTRACTOR's personnel. While providing services to DPSS under this Contract, the CONTRACTOR's employees shall report to the COUNTY for all work-related activities and abide by the rules and regulations of the COUNTY facility where the employee is assigned. However, any employee of the CONTRACTOR who, in the opinion of DPSS is unsatisfactory (e.g., has committed an act of fraud, sexual harassment, etc.), shall be removed from the performance of requested services immediately upon the written or oral request of the CCA.
- 22.2 The CONTRACTOR will be solely responsible for providing, to its employees, all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.
- 22.3 The personnel provided by the CONTRACTOR shall at a minimum be:
1. Accustomed to a complex, fast-paced, confidential, and high-pressured work environment.
 2. Able to fluently read, write, speak, and understand English.
 3. Able to utilize bilingual skills when requested.
 4. Able to communicate effectively using good judgment and diplomacy.
 5. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner.
 6. Able to handle sensitive materials and perform confidential duties.
 7. Able to satisfy a background check.

26.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or a selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

27.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

28.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

- 28.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 28.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.
- 28.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded a Contract to provide SFIS Terminal Operator Services, provided, however, that the requirements of this Section 28.0 shall apply.

but in every such case the failure to perform must be totally beyond the control and without fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both CONTRACTOR and subcontractor, and without any fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess cost for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. CONTRACTOR agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay of any of the above mentioned force majeure event. As used in this Paragraph 32.0, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

33.0 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

34.0 GOVERNMENT OBSERVATIONS

Federal, State, County and/or research personnel, in addition to departmental Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

35.0 INDEPENDENT CONTRACTOR STATUS

35.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

2. Clearly evidence all coverages required in this Contract.
3. Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
4. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
5. Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained loss related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

37.2 INSURER FINANCIAL RATINGS

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

37.3 FAILURE TO MAINTAIN COVERAGE

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

37.4 NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

CONTRACTOR shall report to COUNTY:

38.3 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Workers' Compensation and Employers' Liability Insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible.

If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - Policy Limit:	\$1 million
Disease - Each Employee:	\$1 million

Note: A COUNTY program known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORS in obtaining reasonably priced liability insurance coverage.

The SPARTA program is administered by the COUNTY's insurance broker, Municipality Insurance Services, Inc. Call (1) (800) 420-0555 for more information on SPARTA.

39.0 LIQUIDATED DAMAGES

If the CONTRACTOR breaches the Performance Requirements Summary (PRS) as defined in Appendix B, Technical Exhibit 1, the COUNTY will have a claim for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages. This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

40.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

42.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

43.0 NONDISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity (EEO) (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*).

The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin; ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

43.1 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

43.2 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.

44.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

44.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

44.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business.

44.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

Jose R. Perez, Acting Director
Contract Management Section I
Department of Public Social Services, 2nd Floor
12900 Crossroads Parkway South
City of Industry, California 91746-3411

44.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

44.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

- 48.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

49.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 50.0, Records Retention and Inspection, hereunder.

50.0 RECORDS RETENTION AND INSPECTION

- 50.1 The CONTRACTOR agrees that the County, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

- 50.2 Other required documents to be retained include, but not limited to:

1. Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.

53.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the facility. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace, within twenty-four (24) hours, any of its employees performing services hereunder when notified orally or in writing by the CCA that: 1) Such employee has violated such rules or regulations; or 2) Such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

54.0 SUBCONTRACTING

54.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

54.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors.

Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall include:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;

56.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

1. Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

56.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

56.5 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.

56.6 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 50.0, Records Retention and Inspection, herein above.

56.7 Subject to the provisions of Section 56.0, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

57.0 TERMINATION FOR DEFAULT OF THE CONTRACTOR

57.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (800) 544-6861.

- 58.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

59.0 TERMINATION FOR INSOLVENCY

- 59.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

1. Insolvency of the CONTRACTOR

The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

2. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
3. The appointment of a Receiver or Trustee for the CONTRACTOR; or
4. The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

- 59.2 The rights and remedies of the COUNTY provided in this Section 59.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

60.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated as of the end of the then current fiscal year. The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer(s), this _____ day of _____ 2003.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By *Bachman Y. Gail*
Senior Deputy County Counsel

PDQ PERSONNEL SERVICES, INC.

By *Janet C. Ault*

Typed Name: Janet C. Ault

Title: President and CAO

Address: 777 South Figueroa St., Suite 2500

Los Angeles, California 90017

ATTACHMENT A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

STATEMENT OF WORK

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PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. The key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human services departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy

1.0 GENERAL

1.0 INTRODUCTION

The workload, as stated hereunder in the Statement of Work, is reflective of the current workload and is subject to change based on changes in federal, State, or County policy regulations and requirements. Statewide Fingerprint Imaging System (SFIS) provides DPSS with a tool for eliminating multiple aid fraud and ensuring that assistance is paid only to eligible persons.

1.1 SCOPE OF WORK

Except for those items listed in Section 3.0, COUNTY Furnished Items, hereunder, CONTRACTOR shall provide all personnel, materials, general supervision and other items or services necessary to perform the required terminal operator services described in Section 5.0, Specific Tasks, hereunder. CONTRACTOR must perform to the standards in Technical Exhibit 6.1, Performance Requirements Summary, hereunder.

1.2 KEY COUNTY PERSONNEL

1.2.1 COUNTY Contract Administrator (CCA)

The CCA or alternate has full authority to monitor the CONTRACTOR's performance in the daily operation of the contract.

The CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

The CCA shall negotiate with CONTRACTOR on changes in service requirements pursuant to Section V., Specific Tasks, hereunder.

The CCA is not authorized to make any changes in the Standard Terms and Conditions of the contract and is not authorized to obligate the COUNTY in any way.

The COUNTY will inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the contract is awarded, and at any time thereafter a change of CCA is made.

1.2.2 District Office Chief Clerk (DOCC)

The DOCC or alternate designated for each DPSS work location will be responsible for the supervision of CONTRACTOR's terminal operator staff.

The Contract Manager or alternate shall be available between 7:00 a.m. and 6:00 p.m., PST, Monday through Friday, except COUNTY holidays. If non traditional hours (e.g., Saturdays) are required of terminal operators, the Contract Manager must also be available. The Contract Manager or alternate must be able to read, write, speak and understand English.

1.3.2 Prospective Terminal Operators

CONTRACTOR shall ensure that prospective terminal operators meet the job requirements in Technical Exhibit 6.3, hereunder, and are bilingual in the languages indicated in Technical Exhibit 6.5, hereunder.

Note: Bilingual requirements may vary during the term of the Contract; changes will be made with notification to Contractor.

1. CONTRACTOR employees shall present a neat appearance and must be able to read, write, speak and understand English.
2. CONTRACTOR shall provide and ensure sufficient backup staff to replace terminal operators who are absent or cease employment.
3. CONTRACTOR shall be responsible for training terminal operator staff on cultural awareness and sensitivity set forth in Section 3.0, COUNTY Furnished Items, Subsection 3.4, hereunder, and Section 3.5, CONTRACTOR Furnished Items, hereunder.
4. CONTRACTOR shall be responsible for removing and replacing, within twenty-four (24) hours, any CONTRACTOR employee performing services under the contract when reasonably requested to do so by the CCA.
5. CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

1.4 CONTRACTOR SECURITY REQUIREMENTS

CONTRACTOR shall provide each terminal operator with an identification badge which shall include the CONTRACTOR's name, employee's name and photograph. Such badge shall be displayed on employee's person at all times while employee is entering and within the confines of a COUNTY work location.

- 1.6.2 *Performance Evaluation Meetings* shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The minutes of any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA.

Should the Contract Manager not concur with the minutes, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. If any dispute is still unresolved, the decision of the CCA will be final. Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.6.3 *Contract Discrepancy Reports*

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a reasonable time period. The CCA will determine whether a formal Contract Discrepancy Report (Technical Exhibit 6.2, hereunder) shall be issued.

Upon receipt of this document, CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a time table, for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

1.7 GOVERNMENT OBSERVATIONS

Federal, State and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under the contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable leeway or variance from the contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 APPLICANT

A person whose public assistance application is pending.

2.3 BUDGET

The document that details the CONTRACTOR's costs for providing services and that is included in the contract. Included in the Budget are the following:

Direct Costs - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the contract), Supplies, Postage, Medical and Office Equipment, Equipment Maintenance, Telephone/Utilities, Space, Applicable Taxes, and other (specified).

Indirect Costs - General Accounting/Bookkeeping, Management Overhead, and other (specified).

Profit (if applicable) - Percent and Dollar Amount.

2.4 CALWORKS PROGRAM

A federal mandated public assistance program to provide financial assistance to families with dependent children.

2.5 DISTRICT OFFICE

Office housing DPSS staff who are responsible for providing social and financial services to eligible persons within a specific geographic area within Los Angeles County.

2.6 DISTRICT OFFICE CHIEF CLERK (DOCC)

The individual in each district office who is responsible for the supervision and management of the office's clerical staff.

2.15 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The document furnished by the COUNTY (Technical Exhibit 6.1, hereunder) which identifies and summarizes elements of the contract the COUNTY will be evaluating to assure that contract performance Standards are met by the CONTRACTOR.

2.16 PHOTOIMAGING (SFIS)

A computerized system for the encoding, storing, searching, and matching of applicant/participant photographs.

2.17 STANDARD

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

2.18 STATEWIDE FINGERPRINT IMAGING SYSTEM (SFIS)

A computerized system for the encoding, storing, searching, and matching of fingerprints.

2.19 TURNOVER RATE

The percentage of the number of CONTRACTOR staff who leave the long-term contracted work force, to the total long-term contracted work force. The long-term contracted work force is the highest number of positions that are filled during the period under consideration. The turnover rate shall be cumulative and shall be computed each month of the term of the contract. Computation of the turnover rate shall be projected to reflect a full year should the period be less than twelve (12) months (e.g., a turnover rate of 6 percent for 6 months would be projected to reflect an annual turnover rate of 12 percent).

Following is an example of how the annual cumulative turnover rate may be calculated:

ANNUAL TURNOVER RATE

Month	Need (b)	This Month (c)	Previous Months (d)	Total to Date (c+d) (e)	Rate (e : b) (f)
JAN	50	1	0	1	2.00%
FEB	50	1	1	2	4.00%
MARCH	50	2	2	4	8.00%
APRIL	50	0	4	4	8.00%
MAY	50	0	4	4	8.00%
JUNE	50	1	4	5	10.00%
JULY	50	0	5	5	10.00%
AUG	50	0	5	5	10.00%
SEPT	50	0	5	5	10.00%
OCT	50	1	5	6	12.00%
NOV	50	0	6	6	12.00%
DEC	50	0	6	6	12.00%

3.0 COUNTY FURNISHED ITEMS

3.1 SPACE, FURNITURE AND EQUIPMENT

COUNTY will provide space, furniture, and SFIS hardware at each work location and the use of other necessary equipment to perform various related clerical tasks.

3.2 MAINTENANCE, REPAIR, REPLACEMENT OF COUNTY PROVIDED ITEMS

3.2.1 Facility - COUNTY will provide routine building/grounds maintenance of facility. In the event CONTRACTOR staff damage COUNTY's facility by reason of abuse or carelessness, as determined by COUNTY, CONTRACTOR shall repair any and all damages to facility to the satisfaction of COUNTY. In the event CONTRACTOR does not repair damages to facility, COUNTY will do so and charge CONTRACTOR for all expenses.

3.2.2 Furniture and Equipment - COUNTY will provide maintenance, repair and/or replacement due to normal wear and tear, of COUNTY provided furniture and equipment. CONTRACTOR shall be responsible for repair and replacement costs of equipment due to CONTRACTOR staff abuse or carelessness, as determined by COUNTY.

3.3 SFIS TRAINING

Terminal operators shall attend one (1) day of unpaid SFIS training prior to reporting to their work location. A reasonable amount (as determined by COUNTY) of ongoing training will be furnished for backup/replacement staff. SFIS training will be provided by the SFIS vendor.

3.4 CULTURAL AWARENESS/SENSITIVITY TRAINING

COUNTY will provide Cultural Awareness and Sensitivity Training, and materials to selected CONTRACTOR staff (Train the Trainer). CONTRACTOR shall then instruct terminal operators on cultural awareness and sensitivity.

3.5 CIVIL RIGHTS TRAINING

COUNTY will provide Civil Rights training materials for CONTRACTOR staff as appropriate.

3.6 PARKING

COUNTY will provide parking for CONTRACTOR staff at each work location.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall furnish all personnel to perform all services required by this Agreement and shall adhere to all requirements imposed on CONTRACTOR by this Agreement.

4.1 PERSONNEL

CONTRACTOR shall furnish all personnel necessary for terminal operator assignments under DPSS supervision.

4.1.1 CONTRACTOR shall provide a background check to ensure all CONTRACTOR employees meet COUNTY hiring guidelines for criminal convictions.

4.1.2 CONTRACTOR shall ensure terminal operators provided for fingerprint imaging who directly interact with COUNTY employees, shall at a minimum, be:

1. Able to fluently read, write, speak and understand English;
2. Able to communicate effectively, using good judgment and diplomacy;
3. Required to present him/herself in a neat, businesslike appearance and behave in a professional manner;
4. Able to handle sensitive materials and perform confidential duties; and
5. Able to satisfy a background check.

4.2 CULTURAL AWARENESS/SENSITIVITY TRAINING

CONTRACTOR shall instruct terminal operators on cultural awareness and sensitivity within one (1) week of their assignment to a work location.

4.3 BACKUP STAFF

CONTRACTOR shall maintain SFIS trained backup staff (e.g., a pool of trained backups) as replacements for absent terminal operators.

4.4 COUNTY/NEW VENDOR ASSUMPTION OF SERVICES

CONTRACTOR shall ensure a smooth transition of services should COUNTY or another vendor assume services by being supportive in providing any needed temporary staffing.

5.0 SPECIFIC TASKS

5.1 OVERVIEW

CONTRACTOR shall supply skilled clerical staff to perform terminal operator services. CONTRACTOR shall ensure that the staff shall meet the qualifications found in Technical Exhibit 6.3, Job Description, hereunder, for long-term assignments under DPSS supervision.

The number of CONTRACTOR employees needed to provide the required services is found in Technical Exhibit 6.4, Estimated Workload, hereunder.

5.2 CONTRACT STAFF RECRUITMENT AND SELECTION

5.2.1 CONTRACTOR shall recruit, select and hire staff before contract start-up using CONTRACTOR's existing and/or proposed job bank/employee pool and COUNTY's reemployment lists as set forth in Part V., Further Terms and Conditions, Section 17.0, Consideration of Hiring COUNTY Employees Targeted for Layoffs, herein above.

5.2.2 CONTRACTOR shall provide to the CCA, within five (5) work days of scheduled SFIS terminal operator training date, a *Hiring Interview Questionnaire* (Reference, Technical Exhibit 6.6, hereunder) for each terminal operator candidate. CONTRACTOR shall indicate the following on the *Hiring Interview Questionnaire*:

1. Method of validation that staff have presented proof of having met requirements cited in Technical Exhibit 6.3, Job Description.
2. Method of validation of any experience that staff have listed that appears questionable.
3. Any other method of validation of staff qualifications using CONTRACTOR's recruitment, testing evaluation, bilingual certification and screening system.

5.2.3 CCA will utilize information on the *Hiring Interview Questionnaire* to screen CONTRACTOR staff to ensure CONTRACTOR staff does not have access to public assistance records of family and friends or is not residing with a public assistance recipient.

5.2.4 CONTRACTOR shall provide sufficient employees to ensure that the staff required in Technical Exhibit 6.4, Estimated Workload, hereunder, will be trained by contract start-up.

5.2.5 CONTRACTOR shall conduct criminal background checks at CONTRACTOR's expense. CONTRACTOR shall apply DPSS-provided hiring guidelines on employees with criminal convictions.

5.5 UNACCEPTABLE STAFF REPLACED

COUNTY shall have the right to direct CONTRACTOR to replace within twenty-four (24) hours a terminal operator CONTRACTOR has provided who COUNTY determines has performed acts during the performance of their job which are inimical to COUNTY's employees or which otherwise make it inappropriate for such person to be in contact with DPSS staff or the public.

5.6 SFIS TERMINAL OPERATOR RESPONSIBILITIES/TASKS

5.6.1 Terminal operators will be responsible for fingerprinting and photo imaging participants; adding and updating information on SFIS; printing and distributing of SFIS generated district reports; and routine maintenance (dusting, cleaning the screen, etc.) of the SFIS equipment.

5.6.2 The SFIS terminal operators will not be trained in fingerprint capture and analysis to the degree normally found in law enforcement, (i.e., fingerprint classification or recognition); however, at the conclusion of training, provided by the State, the terminal operators will:

1. Understand what SFIS is and how it interfaces with current COUNTY procedures.
2. Be able to successfully photo image and capture or exempt participant's fingerprints.
3. Be familiar with SFIS equipment and how it operates.
4. Understand the role of the SFIS vendor's Help Desk.
5. Be able to successfully perform all terminal operator functions.
6. Know district office procedures as they relate to SFIS.

These objectives will be met through a comprehensive one-day training course, conducted by the SFIS vendor, designed specifically for terminal operators.

5.7 OTHER OFFICE FUNCTIONS

During non-peak fingerprinting hours, the terminal operators may be assigned other clerical duties at the discretion of the DOCC or designee. These other office functions will not occur after normal working hours.

5.8 SUPERVISION OF TERMINAL OPERATOR STAFF

5.8.1 The DOCC or designee will be responsible for the general supervision, maintaining terminal operator attendance logs and reporting any problems with performance/competency of terminal operators assigned to DPSS district offices.

6.0 TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 6.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

INTRODUCTION

This Performance Requirement Summary (PRS) displays the major services that will be monitored during the term of a resultant contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of the contract and Statement of Work, Attachment A, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of the contract and Attachment A. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachment A and this PRS, the meaning apparent in the main body and Attachment A will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Attachment A, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any points. Because the provision of services to public assistance clients is critical to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by CONTRACTOR before the allowable deviation for acceptable Standard should occur. However, it is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, Attachment A, and summarized in the PRS.

6.1.1 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is included at the end of this Technical Exhibit 6.1 and provides the following:

1. Lists the contract requirements considered most critical to acceptable contract performance (Column 1 of chart).
2. Denotes the indicators used to determine that the Standards have been met (Column 2 of chart).
3. Defines the Standard of performance for each required service (Column 3 of chart).
4. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated damages (Column 4 of chart).

3. Upon receipt of a CDR, the CONTRACTOR is required to respond in writing to the CCA within five (5) business days acknowledging the reported discrepancies, presenting contrary evidence or providing explanation for the questioned action, and presenting a program for immediate corrective action of all failures of performance identified in the CDR within ten (10) business days.
4. The CCA will evaluate the CONTRACTOR's explanation on the CDR and if the CCA determines that the unsatisfactory performance was caused by circumstances beyond the CONTRACTOR's control and without fault or negligence by CONTRACTOR, the CCA may decline to count such point(s) as unsatisfactory performance for the month.

6.1.4 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

Determination of the number of defects that renders a service unsatisfactory: The sample is selected at random so that it will be representative of the entire population. It is compared to the standard and conclusions are made about CONTRACTOR performance for the whole group. The random sampling plan includes the following information:

1. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;
2. *Lot Size* - the total number of unit or services to be provided;
3. *Sample Size* - the number of units to be checked in a given time period; and
4. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by estimating how often CONTRACTOR will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 5 points per incident are to be assessed, the following formula is used:

- $12 \div 100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×5 (UPI Points) = 600

PERFORMANCE REQUIREMENTS SUMMARY CHART

Technical Exhibit 6.1

Required Services	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Monthly Unsatisfactory Performance Indicator Points For Exceeding the AQL
Section V, 12.0 - Complies with all laws such as EEO & Nondiscrimination Notices	Notices posted.	Review indicates compliance such as notices posted in Contractor facilities and easily accessible to employees.	0.0%	User complaint or on-site investigation.	50 points per incident.
Attachment A, Section 1.5 - Quality Control Plan	Contractor provides revisions to QC Plan upon CCA request. Contractor maintains QC review records and provides upon CCA request.	Revised QC Plan received by CCA within 10 business days of written request by CCA. File of QC review records maintained.	0.0%	Review of revised plan. Periodic review of records.	50 points per day late. 5 points per item deficient. 50 points per incident.
Attachment A, Section 5.2 - Staff recruitment and selection	Sufficient staff recruited/selected/hired by contract start up/ongoing.	Hiring Interview Questionnaire completed/verified and staff meet criteria in Appendix B, Tech. Exhibit 6. Staff report to work locations by beginning of workshift.	0.0%	Receipt and review of questionnaires User complaint.	10 points for each incomplete questionnaire or contain inaccurate data within contractors control. 50 points per day, prorated for partial day, per uncovered position.
Attachment A, Section 2.4.3 - Staff remain for long term assignment	Staff at work.	Staff annual turnover rate (or projected turnover rate if less than 12 months) does not exceed 23% per contract year.	0.0%	Review of reports.	50 points per percent or fraction of a percent in excess of 23%.
Attachment A, Section 2.4.4 - Backup staff	Contractor maintains SFIS trained backup staff.	Backup staff replaces absent terminal operator within 2 hours of absent operators reporting time or absence.	0.0%	Review of reports or user complaint.	25 points per 1/2 hour for each position not covered.
Attachment A, Section 2.4.5 - Unacceptable staff replaced	Employee performance.	Employee replaced by beginning of work shift of second work day following CCA request.	0.0%	Review of reports or user complaint.	50 points per day or portions thereof per position not covered.
Attachment A, Sections 2.4.6 & 2.4.7 - Employee responsibilities/duties	Employee performance.	Employee performs duties as required.	0.0%	User complaint.	50 points per validated complaint.
Attachment A, Section 2.4.8 - Supervision of staff	Employees informed of rules and regulations.	Employees adhere to rules and regulations.	0.0%	User complaint.	25 points per error.
Attachment A, Section 2.4.9 - Confidentiality	Employee Acknowledgement & Confidentiality Agreement signed by the employee.	Copy of agreement in contractor files and no unauthorized release of information.	0.0%	Random sample user complaint.	25 points per error.
Attachment A, Section 2.4.10 - Prepare and send Monthly Management Report and Invoice.	Report and Invoice submitted.	Report/Invoice received by the 15 th calendar day following the report month.	0.0%	Review of report and Invoice.	20 points per each day late.

NOTE: Point system contains an allowance for defects.

CONTRACT DISCREPANCY REPORT (SAMPLE)

TO:

FROM:

DATES:

Prepared:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA _____ Date _____

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager _____ Date _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA _____ Date _____

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator: _____

JOB DESCRIPTION

The minimum requirements for terminal operator staff are: Six months office clerical experience involving public contact -OR- a Certificate of Associate of Arts degree in clerical procedures or office administration from an accredited college.

- Definition - Operates computer terminals with keyboard similar to a typewriter and scanner
- Example of Duties - Operates and maintains computer terminals and printers
- Gives instructions/information to the public
 - Enters and transmits data in accordance with key requirements
 - Checks documents for completeness and accuracy
 - Sorts and batches documents
 - Files numerically or alphabetically
 - Maintains clerical controls
 - Telephone answering
 - Typing
 - Photo imaging

ESTIMATED WORKLOAD

TERMINAL OPERATOR SERVICES

CONTRACTOR will provide approximately forty-three (43) bilingual terminal operators at the SFIS locations listed Technical Exhibit 6.5 , SFIS Work Locations, hereunder. The number of work hours required for the services is estimated at approximately **7,600** regular hours per month and approximately 15 overtime hours. The actual number of terminal operators and work hours required are subject to change as determined by COUNTY.

OVERTIME

Terminal operators may be required to work overtime as determined by COUNTY.

(NOTE: Currently, overtime is calculated on a daily basis and is defined as those hours worked each day over 8 hours. The State of California may revise the overtime calculation method from a daily to a weekly basis [i.e., overtime will be any hours worked over a 40 hour work week]).

OTHER TERMINAL OPERATOR DUTIES

Terminal operators shall perform routine clerical functions during non-peak fingerprinting hours. Terminal operators shall not perform these other duties when working overtime.

TRAINING

One day of **unpaid** SFIS training will be provided to terminal operators by the State and selected CONTRACTOR staff by the contracted SFIS vendor. The training will occur prior to terminal operator staff reporting to their work locations.

SFIS WORK LOCATIONS

DISTRICT		STAFF REQUIREMENTS		BILINGUAL REQUIREMENTS
		GR	CALWORKS	
CIVIC CENTER #14 813 E. 4TH PL. LOS ANGELES 90012		2		ENGLISH/SPANISH
WILSHIRE SPECIAL #10 2415 W. 6 TH ST. LOS ANGELES 90057		2		ENGLISH/SPANISH
METRO SPECIAL #70 2707 S. GRAND AVE. LOS ANGELES 90007		2		ENGLISH/KOREAN & ENGLISH/SPANISH
RANCHO PARK #60 11110 W. PICO BLVD. LOS ANGELES 90064		2		ENGLISH/SPANISH
SOUTH SPECIAL #07 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221		3		ENGLISH/SPANISH
SOUTHWEST SPECIAL #08 1326 W. IMPERIAL HWY. LOS ANGELES 90044		2		ENGLISH/SPANISH
SAN FERN. BR. #32 12847 ARROYO ST. SYLMAR 91342		1		ENGLISH/SPANISH
PASADENA #03 955 N. LAKE AVE PASADENA 91104			1	ENGLISH/SPANISH
POMONA #36 2040 W. HOLT AVE. POMONA 91768		1	1	ENGLISH/SPANISH
METRO EAST #15 2855 E. OLYMPIC BLV. LOS ANGELES 90023		1	1	ENGLISH/SPANISH
SOUTH CENTRAL #27 10728 S. CENTRAL AVE. LOS ANGELES 90059			1	ENGLISH/SPANISH
SAN GABRIEL VALLEY #20 3352 AEROJET AVE. EL MONTE 91731		1	1	ENGLISH/SPANISH & ENGLISH/VIETNAMESE
GLENDALE #02 4680 SAN FERNANDO RD. GLENDALE 91204		1	1	ENGLISH/SPANISH & ENGLISH/ARMENIAN
LANCASTER #34 349-B EAST AVE. K-6 LANCASTER 93535		1	1	ENGLISH/SPANISH
FLORENCE #17 1740 E. GAGE AVE. LOS ANGELES 90001			1	ENGLISH/SPANISH
NORWALK #40 12727 NORWALK BLVD. NORWALK 90650			1	ENGLISH/SPANISH

DISTRICT	STAFF REQUIREMENTS		BILINGUAL REQUIREMENTS
	GR	CALWORKS	
WEST LOS ANGELES #09 11390 W. OLYMPIC BLVD. LOS ANGELES 90064		1	ENGLISH/SPANISH
COMPTON #26 211 E. ALONDRA BLV. COMPTON 90220		1	ENGLISH/SPANISH
LINCOLN HEIGHTS #66 4077 N. MISSION RD. LOS ANGELES 90032		1	ENGLISH/SPANISH
SOUTH FAMILY #31 17600 "A" S. SANTA FE RANCHO DOMINGUEZ 90221		1	ENGLISH/SPANISH & ENGLISH/VIETNAMESE
SOUTHWEST FAMILY #83 923 E. REDONDO ST. INGLEWOOD 90302		1	ENGLISH/SPANISH
EXPOSITION PARK #12 3833 S. VERMONT AVE. LOS ANGELES 90037		1	ENGLISH/SPANISH
EL MONTE #04 3352 AEROJET AVE. EL MONTE 91731		1	ENGLISH/SPANISH
METRO FAMILY #13 2707 S. GRAND AVE. LOS ANGELES 90007		1	ENGLISH/SPANISH
METRO NORTH #38 2601 WILSHIRE BLVD. LOS ANGELES 90057		1	ENGLISH/SPANISH & ENGLISH/ARMENIAN
CUDAHY #06 8130 S. ATLANTIC AVE. CUDAHY 90201		1	ENGLISH/SPANISH
PARAMOUNT #62 2961 VICTORIA ST RANCHO DOMINGUEZ, CA 90221		1	ENGLISH/SPANISH
EAST VALLEY #11 14550 LANARK ST. PANORAMA CITY 91402		1	ENGLISH/SPANISH
SANTA CLARITA BR. #51 27233 CAMP PLENTY RD. CANYON COUNTRY 91351		1	ENGLISH/SPANISH
WEST VALLEY #82 21415 PLUMMER ST. CHATSWORTH 91311		1	ENGLISH/SPANISH
BELVEDERE #05 5445 E. WHITTIER BLVD. LOS ANGELES 90022		1	ENGLISH/SPANISH
TOTAL STAFF GR/AFDC	19	24	

Note: Location of SFIS workstations, staffing and bilingual requirements may vary during the term of the Contract; changes will be made with notification to Contractor.

HIRING INTERVIEW QUESTIONNAIRE

PART I - TO BE COMPLETED BY CONTRACTOR

1. OFFICE		2. ADDRESS	
3. JOB TITLE		4. INTERVIEW DATE	
5. INTERVIEWER(S) NAME		TITLE	
_____		_____	
_____		_____	
6. AVAILABLE WORK SCHEDULE(S) FOR THIS JOB AT THIS TIME:			
DAYS:		HOURS:	

PART II - TO BE COMPLETED BY APPLICANT (PLEASE TYPE OR PRINT IN INK)

1. NAME - LAST		FIRST	MIDDLE	SOCIAL SECURITY NUMBER
ADDRESS - NUMBER		STREET	CITY ZIP	HOME PHONE
2. HAVE YOU EVER BEEN OR ARE YOU CURRENTLY EMPLOYED WITH L.A. COUNTY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES",				
DEPARTMENT	ADDRESS	LAST SUPERVISOR	TELEPHONE	
3. ARE YOU RECEIVING ANY FORM OF PUBLIC ASSISTANCE? <input type="checkbox"/> YES <input type="checkbox"/> NO				
4. ARE YOU LIVING WITH ANYONE RECEIVING ANY FORM OF PUBLIC ASSISTANCE? <input type="checkbox"/> YES <input type="checkbox"/> NO				
5. DO YOU SPEAK ANY LANGUAGE OTHER THAN ENGLISH? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IF "YES" IDENTIFY THE LANGUAGE(S)				
6. HAVE YOU EVER BEEN CONVICTED, FINED, (EXCLUDING MINOR TRAFFIC OFFENSES) PLACED ON PROBATION OR GIVEN A SUSPENDED SENTENCE BY ANY COURT? <input type="checkbox"/> YES <input type="checkbox"/> NO IF "YES" GIVE THE FOLLOWING INFORMATION FOR EACH BELOW.				
DATE	PLACE	OFFENSE	SENTENCE/FINE	
7. OTHER NAME(S) USED IN EMPLOYMENT:				
8. LIST OFFICE, SHOP MACHINES OR HEAVY EQUIPMENT YOU CAN OPERATE				
9. DO YOU DRIVE AN AUTOMOBILE? <input type="checkbox"/> YES <input type="checkbox"/> NO				
OPERATORS OR CHAUFFEURS LICENSE SERIAL NO.				EXPIRATION DATE:
10. PROFESSIONAL OR TECHNICAL LICENSES, PERMITS, ETC. (SHOW DATE AND STATE, COUNTY OR CITY IN WHICH REGISTERED AND EXPIRATION DATE):				

11. EDUCATION: (INCLUDE INFORMATION ABOUT OTHER BACKGROUND SUCH AS SEMINARS, COMMERCIAL COURSES, POST GRADUATE STUDY, IN REMARKS #13

HIGHEST GRADE COMPLETED:

DEGREES HELD AND MAJOR:

12. WORK EXPERIENCE (INCLUDE EXPERIENCE IN MILITARY SERVICE) BEGIN WITH YOUR MOST RECENT EXPERIENCE AND ACCOUNT FOR THE PAST 10 YEARS.

From Mo/Year	To Mo/Year	Employer (Or Service) And Address	Job Title And Duties	Reason For Leaving

13. REMARKS (IDENTIFY BY BOX NUMBER)

SIGNATURE OF APPLICANT

DATE

PART III - TO BE COMPLETED BY CONTRACTOR

<u>VALIDATION</u>	<u>YES</u>	<u>NO</u>	<u>HOW VALIDATED</u>	<u>DATE</u>
1. Legal eligibility to work in U.S.? <input type="checkbox"/> <input type="checkbox"/>			_____	_____
2. Minimum education for position? <input type="checkbox"/> <input type="checkbox"/>			_____	_____
3. Minimum experience for position? <input type="checkbox"/> <input type="checkbox"/>			_____	_____
4. Minimum skills for position?				
TYPING _____ WPM			Other (Specify) _____	
5. Confidentiality Agreement				
Discussed and signed? <input type="checkbox"/> <input type="checkbox"/>			_____	_____
Possible conflict of interest? <input type="checkbox"/> <input type="checkbox"/>			(If yes, use line #8 REMARKS and explain)	
6. Physical limitations (Describe) _____				
7. Bi-lingual certified? <input type="checkbox"/> <input type="checkbox"/>			Language? _____	
8. Remarks _____				

SIGNATURE AND TITLE OF VALIDATOR _____

DATE _____

Sample Invoice
SFIS TERMINAL OPERATOR SERVICES
INVOICE FOR MM/YY

Contractor Name & Address:

Invoice Date:

WEEKLY SUMMARY

<u>Employee Name</u>	<u>Week Ending</u>	<u>District Number</u>	<u>Total Reg Hrs</u>	<u>Hrly Rate</u>	<u>Reg Amt</u>	<u>OT Hrs</u>	<u>OT Rate</u>	<u>OT Amt</u>	<u>Total Amt</u>
Abbott, Alice	1/08/04	20	40	\$	\$	5	\$	\$	\$
	1/15/04		40			0			
	1/22/04		40			0			
	1/29/04		40			0			
	1/31/04		8			1			
Cooper, Alice.....	1/08/04	15	40			0			
	1/15/04		32			0			
	1/22/04		40			0			
	1/29/04		40			0			
	1/31/04		8			0			
Smith, Jane	1/08/04	05	40			0			
	1/15/04		40			3			
	1/22/04		40			0			
	1/29/04		40			0			
	1/31/04		8			0			
TOTALS			<u>504</u>		\$	<u>9</u>		\$	\$

MONTHLY SUMMARY FOR MM/YY

<u>Employee Name</u>	<u>Total Reg Hrs</u>	<u>Total Amt</u>	<u>Total OT Hrs</u>	<u>Total OT Amt</u>	<u>Total Amt</u>
Abbott, Alice	168	\$	6	\$	\$
Cooper, Alice	160	\$	3	\$	\$
Smith, Jane	8	\$		\$	\$
TOTALS	<u>504</u>	\$	<u>9</u>	\$	\$

Total Regular Hours: 504	Regular Amount: \$_____
Total Overtime Hours: <u>9</u>	Overtime Amount: \$_____
Total Hours: <u>513</u>	Total Amount Due: \$_____

Contractor's Authorizing Signature

Date Signed

County Contract Administrator Signature

Approval Date

ATTACHMENT B

CONTRACTOR BUDGET AND BENEFITS

Attachment B

Page 1 of 2

SFIS TERMINAL OPERATORS SERVICES - BUDGET SHEET FORMAT

DIRECT COST

	Regular Hrly Cost	Overtime Hrly Cost
Trainer Hourly Wage	\$ 9.78	\$ 14.67
Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)		
FICA.....	\$.74	\$ 1.12
FUTA.....	\$.07	\$.12
SUI.....	\$.48	\$.70
SDI.....	\$.05	\$.07
WC.....	\$.56	\$.84
Total Payroll Taxes.....	\$ 1.90	\$ 2.85
Employee Benefits		
Medical Insurance.....	\$ _____	\$ _____
Dental Insurance.....	\$ _____	\$ _____
Life Insurance.....	\$ _____	\$ _____
Other ...Serive Bonus, 5 Pd. Jury Service Days.....	\$.51	\$.51
Total Employee Benefits.....	\$.51	\$.51
Other Direct Costs		
Insurance (List Type/Coverage).....	\$.03	\$.03
Supplies.....	\$.07	\$.07
Postage.....	\$.02	\$.02
Office Equipment.....	\$.10	\$.10
Telephone/Utilities.....	\$.05	\$.05
Space.....	\$.15	\$.15
Other (Please continue to list).....	\$ _____	\$ _____
Total Other Direct Costs.....	\$.42	\$.42

TOTAL DIRECT COST \$12.61 \$ 18.45

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping.....	\$.17	\$.17
Management Overhead (Specify).....	\$.22	\$.22
Other...5% Long-Term Assignment Credit.....	\$ <.02>	\$ <.02>
TOTAL INDIRECT COST	\$.37	\$.37
TOTAL DIRECT AND INDIRECT COST.....	\$ 12.98	\$ 18.82
PROFIT (Please enter percentage: .3.2%).....	\$.41	(2%) \$.37
TOTAL PROPOSED HOURLY COST.....	\$ 13.39	\$ 19.19

SFIS TERMINAL OPERATOR SERVICES EMPLOYEE BENEFITS

Medical Insurance/Health Plan

NOT APPLICABLE

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

Annual Deductible:

Employee \$ _____

Family \$ _____

PDQ Personnel Services, Inc. will pay Living Wage hourly rate of \$9.46/HR. or higher depending on merit in lieu of extending health care benefits.

Coverage (T):

____ Hospital Care (Inpatient ____ Out Patient ____)

____ X-Ray & Laboratory ____ Surgery

____ Office Visits ____ Pharmacy

____ Maternity ____ Mental Health/Chemical Dependency, Inpatient

____ Mental Health/Chemical Dependency, Outpatient

Dental Insurance

NOT APPLICABLE

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

Life Insurance

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

Vacation

Number of Days _____*, And
Any Increase After _____ Years of Employment, Number of Days or Hours _____

Sick leave

Number of Days _____-0-_____ Per Year, And
Any Increase or Accumulation, Number of Days or Hours _____

Holidays

Number of Days _____ 5 ** Per Year

NEW YEAR'S DAY, LABOR DAY, CHRISTMAS,
THANKSGIVING, AND DAY AFTER THANKSGIVING

Retirement

Employer Pays \$ _____ Employee Pays \$ _____ Total \$ _____

*In lieu of paid vacation, PDQ extends a 1500 hour bonus. In eighteen (18) months, full time SFIS operators will earn 10 paid days off. This bonus is applicable for each 1500 hours worked (approx. 9 mo.) This included with paid holidays gives employee a total of 17.5 paid days off in 18 months.

** Staff must work the business day before and the business day after a paid holiday in order to be eligible for paid holiday pay.

Jury Duty – Number of days = 5 per year.

ATTACHMENT C

**CERTIFICATION OF INDEPENDENT PRICE
DETERMINATION**

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The following names with their telephone numbers are persons authorized legally to commit the Bidder/Contractor:

Patty DeDominic (323) 938-3933 Ext. 226

Janet C. Ault, Corporate Secretary
Typed Name and Title of Signer

September 25, 2003
Date

ATTACHMENT D

INVITATION FOR BID/REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**


Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this *Code*, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of *Code Section 2.180.010* as outlined above.

Janet C. Ault, Corporate Secretary
Typed Name and Title of Signer


Signature

September 25, 2003
Date

ATTACHMENT E

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer and the County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- 1) California Work Opportunity and Responsibility for Kids (CalWORKs)
- 2) Los Angeles County General Relief Program (GR)
- 3) California Medi-Cal Program (Medi-Cal)
- 4) Food Stamps Program (FS)
- 5) Social Services to Adults, Children, and Families
- 6) Supervision of Children Placed in Foster Care
- 7) Cuban/Haitian Entrant Program (CHEP)
- 8) Refugee Resettlement Program (RRP)
- 9) Special Circumstances (SC)
- 10) Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES', OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the County will screen contractor employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security Number: _____

Working Title: _____

Original: Contractor
Copy: Contract Employee

ATTACHMENT F

BIDDER'S/OFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EEO CERTIFICATION

PDQ Personnel Services, Inc.

Bidder's/Offendor's Name

5900 Wilshire Blvd., Suite 400, Los Angeles, CA 90036

Address

95-3887455

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

1. The bidder/offendor has a written policy statement prohibiting discrimination in all phases of employment. ☒ Yes ☐ No
2. The bidder/offendor periodically conducts a self-analysis or utilization analysis of its work force. ☒ Yes ☐ No
3. The bidder/offendor has a system for determining if its employment practices are discriminatory against protected groups. ☒ Yes ☐ No
4. Where problem areas are identified in employment practices, the bidder/offendor has a system for taking reasonable corrective action to include establishment of goals or timetables. ☒ Yes ☐ No

Janet C. Ault, Corporate Secretary

Name and Title of Signer

Janet C. Ault
Signature

September 25, 2003

Date

ATTACHMENT G

BIDDER'S/OFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

PDQ Personnel Services, Inc.

Bidder's/Offeror's Name

5900 Wilshire Blvd., Suite 400, Los Angeles, CA 90036

Address

95-3887455

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, and the *Americans with Disabilities Act of 1990*, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits.
2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination.
3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time.

☒ Yes

No

☒ Yes

No

☒ Yes

No

Janet C. Ault, Corporate Secretary

Name and Title of Signer

Janet C. Ault

Signature

September 25, 2003

Date

**ATTACHMENT H
COUNTY OF LOS ANGELES LIVING WAGE
DECLARATION**

COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

Contractor Living Wage Declaration For Contract Extension, Amendment Or Renewal

The contract is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and immediately submit it, to the County awarding department.

Please check the option that best describes your intention to comply with the Program.

- ☒ I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- ☐ I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

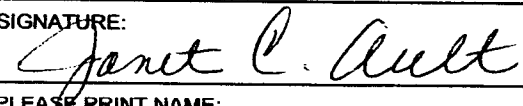
Health Plan(s): _____

Company Insurance Group Number: _____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____
(Specify)

PLEASE PRINT COMPANY NAME: PDQ Personnel Services, Inc.	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: 	DATE: September 25, 2003
PLEASE PRINT NAME: Janet C. Ault	TITLE OR POSITION: Corporate Secretary

OAAC:RV\LWO Train. Manual\Contractor LW Declaration.3doc

ATTACHMENT I

LIVING WAGE ORDINANCE

**COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE**

TITLE 2 ADMINISTRATION

Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

- C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

- A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Administrative Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.
- E. Contractor Standards. An employer shall demonstrate during the procurement process, and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

ATTACHMENT J

SAFELY SURRENDERED BABY LAW

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

ATTACHMENT L

EARNED INCOME CREDIT - -NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

**How Will My Employees Know If They Can
Claim the EIC?**

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

**How Do My Employees Get Advance EIC
Payments?**

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015

(Rev. 11-2002)

